UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
FOURTH REGION

J.F. SOBIESKI MECHANICAL CONTRACTORS, INC.

Employer

and Case 4–RC–20964

SHEET METAL WORKERS' INTERNATIONAL UNION, AFL-CIO, LOCAL 19[1]

Petitioner

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

The Employer, J.F. Sobieski Mechanical Contractors, is a heating, ventilation, and air conditioning (HVAC) contractor. The Petitioner, Sheet Metal Workers Local 19, filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent a unit of the Employer's commercial and residential sheet metal workers, fabricators, installers, and apprentices.[2] The Employer contends that the petitioned-for unit is inappropriate and that separate bargaining units for commercial employees and residential employees are required. Additionally, the Petitioner contends that Commercial Foreman Dennis Donaldson is a supervisor and should therefore be excluded from any bargaining unit found appropriate, while the Employer would include him. The Petitioner's proposed overall unit would consist of 35 to 45 employees, while the Employer's proposed units would consist of 20 to 25 employees in the commercial unit and 15 to 20 employees in the residential unit. The Petitioner is willing to proceed to an election in any unit(s) found appropriate.[3]

A Hearing Officer of the Board held a hearing on the issues in this case. Neither party filed a brief. I have considered the evidence and arguments presented by the parties concerning the composition of the unit, and I have concluded that the unit sought by the Petitioner is appropriate. I further find that Dennis Donaldson should be included in the bargaining unit.

In this Decision, I will first review the factors that must be evaluated in determining whether the unit sought by the Petitioner is an appropriate unit and then present the facts and the

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[1] The Petitioner's name appears as amended at the hearing.

[2] The Petitioner initially petitioned for a unit of sheet metal workers, fabricators, and installers, but at the hearing the Petitioner amended its petition to include apprentices.

[3] The Petitioner and the Employer have agreed to utilize the construction industry formula set forth in *Steiny* and *Daniel* to determine voting eligibility. See *Steiny & Co.*, 308 NLRB 1323 (1992); *Daniel Construction Co.*, 133 NLRB 264 (1961), as modified in 167 NLRB 1078 (1967).

reasoning in support of my conclusion. Thereafter, I will deal with the issue of whether Donaldson should be included in the unit.

I. THE APPROPRIATE UNIT

A. Relevant Legal Standards

The Board's procedure for determining an appropriate unit under Section 9(b) is first to examine the petitioned-for unit. If that unit is appropriate, the inquiry ends. *American Hospital Association v. NLRB*, 499 U.S, 6060, 610 (1991); Dezcon, *Inc*., 295 NLRB 109, 111 (1989). If the petitioned-for unit is not appropriate, the Board may examine the alternative units suggested by the parties, but it also has the discretion to select an appropriate unit that is different from the alternative unit proposals of the parties. See *The Boeing Co.*, 337 NLRB 152, 153 (2001); *Bartlett Collins Co.*, 334 NLRB 484 (2001). The Board generally attempts to select a unit that is the smallest appropriate unit encompassing the petitioned-for employee classifications. See *Overnite Transportation Co.*, 331 NLRB 662, 663 (2000). It is well settled that the unit need only be *an* appropriate unit, not the most appropriate unit. *Morand Brothers Beverage Co.*, 91 NLRB 409, 418 (1950), enfd. on other grounds 190 F.2d 576 (2d Cir. 1951).

The touchstone for determining whether a bargaining unit is appropriate is a community-of-interest analysis. In determining whether a group of employees possesses a community of interest, the Board examines such factors as the degree of functional integration between employees, common supervision, skills, and job functions, employee contact and interchange, and similarities in wages, hours, benefits, and other terms and conditions of employment. See *Home Depot USA*, 331 NLRB 1289 (2000); *Esco Corp.*, 298 NLRB 837 (1990).

B. Facts

Overview

The Employer's principal place of business is in Wilmington, Delaware. The Employer performs both commercial and residential HVAC work and also has separate divisions for fire protection installation and sheet metal repair.[4] John Sobieski is the President and Robert Sobieski is the Vice President of the Commercial Division.[5]

Bargaining History

On January 30, 2004, the Employer signed a Section 8(f) collective-bargaining agreement with Petitioner,[6] agreeing to be bound by the Petitioner's agreement with the Sheet Metal Contractors Association of Philadelphia and Vicinity, which was dated July 1, 2001 and was effective through June 30, 2004 (herein called the 8(f) Agreement). The 8(f) Agreement covered all of the employee classifications sought by the Petitioner and made no distinction between

[4] The parties stipulated that the fire protection and sheet metal repair employees are represented by other labor organizations and would not be included in any bargaining unit(s) found to be appropriate.

[5] The parties stipulated that both John and Robert Sobieski should be excluded as managerial employees.

[6] Prior to signing this Agreement, the Employer had signed two separate project agreements with the Petitioner.

commercial and residential employees. The Employer also signed a Residential/Light Commercial Agreement, which was dated October 1, 2001 and was effective through September 30, 2004.[7]

On January 30, 2004, the parties also executed a side letter memorializing certain understandings that they had reached. The letter stated, inter alia, that the Employer could, upon written notification to the Petitioner, withdraw from the collective-bargaining relationship on or before January 31, 2005, and the Petitioner would then be required to disclaim interest in representing the bargaining unit employees within 30 days. The letter further provided, however, that if prior to the due date for the disclaimer the Petitioner were to obtain Section 9(a) representational status, the Employer would continue to recognize the Petitioner.

On December 13, 2004, the Employer gave the Petitioner its notice to vacate the 8(f) Agreement, and on January 7, 2005, the Petitioner filed the instant petition.

Prior to signing the 8(f) Agreement, the Employer performed both commercial and residential work and made no administrative distinction between these two types of work. After signing the 8(f) Agreement, it formed two separate divisions, one for commercial work and one for residential work, and separated its employees into these divisions. The Employer informed its employees that the commercial employees could perform residential work for the lower residential rate but that residential workers were not permitted to perform commercial work.

Supervision

Commercial employees are supervised by President John Sobieski and Vice-President Robert Sobieski. Residential employees are supervised by Residential Division Supervisor Bob Szczepanski, who reports to John Sobieski, as well as Warehouse Supervisor Rick Norris and Plumbing Supervisor Walt Thompson. Sheet Metal Shop Foreman Jonathan Witz is in charge of all shop employees, whether commercial or residential.[8]

Skills and Training

In general, commercial and residential employees possess similar skills and perform the same types of work. They both install HVAC systems and fabricate and install duct work. However, commercial work is somewhat more complex as it involves the installation of larger systems. Another distinction between the responsibilities of employees in the two groups is that residential employees install the air conditioning and heating units themselves, while the Employer hires a separate contractor to do these installations on the commercial side. Commercial and residential employees use the same tools and materials, except that commercial employees use different hanging materials for larger jobs.

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[7] It is unclear whether the Residential/Light Commercial Agreement was signed contemporaneously with the 8(f) Agreement. The parties negotiated several changes to the Petitioner's standard Residential/Light Commercial Agreement before executing it.

[8] The parties stipulated that Szczepanski, Norris, and Thompson are supervisors within the meaning of Section 2(11) of the Act and that Witz is not a supervisor and is eligible to vote. The record does not indicate whether other Foremen and General Foremen are supervisors or whether the Petitioner is seeking to include these employees in the unit.

Commercial and residential employees receive similar training from the Employer, but there are some differences. Specifically, residential employees are trained in the installation of equipment, including temperature control systems and electrical wiring in homes and apartments, while commercial employees are trained in the installation of larger rooftop equipment, among other things. All commercial employees are qualified to perform residential work, as the Employer requires that its residential employees spend two years performing residential work before they are permitted to do commercial work.

The Petitioner has separate training and apprenticeship programs for commercial and residential work, which lead to employees receiving either "commercial cards" or "residential cards." Once an employee receives a residential card, the Petitioner requires that the employee perform residential work for at least two years before receiving a commercial card.

Wages

Both commercial and residential employees are paid on an hourly basis. During the term of the 8(f) Agreement and the Residential/Light Commercial agreement, employees were paid in accordance with the contracts' agreed-upon terms. Pursuant to these agreements, commercial Journeypersons earned $25.78 per hour plus benefits,[9] while residential Mechanics earned $19.65 per hour.[10]

The overtime rate also differs between the two groups. Commercial employees receive overtime pay after working eight hours a day. On Saturdays, they earn time-and-a-half pay, double time after 10 hours, and they earn double time for any hours worked on Sundays. Residential employees do not earn overtime pay until they have worked more than 40 hours a week, and they earn time-and-a-half pay for weekend work.

Benefits and Uniforms

During the term of the 8(f) Agreement, both commercial and residential employees received the same fringe benefits, including health care coverage, a retirement plan, paid vacation, and paid holidays.[11] However, the Employer's contribution rate to the Petitioner's Health & Welfare and Pension Funds was generally higher for commercial employees than for residential employees and varied considerably from employee to employee within each classification. Thus, the Employer contributed from $5.67 to $9.22 per hour for commercial employees and $2.50 to $5.35 per hour for residential employees to the Petitioner's Health and Welfare Fund. The Employer contributed $5.91 per hour for commercial employees and 90 cents per hour for residential employees to the Pension Fund.

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[9] This rate was for July through November 2001, and employees received several specified wage increases during the life of the 8(f) agreement. Apprentices received a percentage of the Journeyperson rate depending on their number of years of experience.

[10] This rate was for the period until October 1, 2002, and residential employees received annual raises thereafter. Apprentices received a percentage of the Mechanics' rate depending on their number of years of experience.

The record is unclear as to how the Employer has compensated its employees in the few weeks since it withdrew from the Agreement.

[11] Commercial and residential employees received the same paid holidays except that residential employees received Presidents Day as a paid holiday and commercial employees did not.

Commercial and residential field employees wear identical uniforms, while commercial and residential shop employees wear the same shirts and sweatshirts bearing the Employer's name.

Shop Employees

The Employer employs between 5 and 15 fabrication employees in its shop, depending upon the season and the Employer's workload. At the time that the 8(f) Agreement was signed, the Employer made no distinction between commercial and residential work in the shop, and shop employees performed fabrication work for both commercial and residential installation. Commercial and residential fabrication involve the same tools and the same raw materials.

From January 2004 to March or April 2004, the Employer employed between five and seven shop employees. In around March or April 2004, in an effort to keep commercial and residential work separate, the Employer created a night shift for residential fabrication, and about three or four employees moved to that shift. If the shop was too busy, the Employer would bring both commercial and residential employees in from the field to assist the shop employees or call the Petitioner's hiring hall to refer employees for the commercial work.

The 8(f) Agreement states that residential employees are not permitted to perform fabrication work for duct systems installed by commercial employees. Despite this provision, however, during busy times commercial and residential employees worked together doing fabrication work for both commercial and residential installation on both shifts. When commercial employees performed fabrication work for residential use, they received the residential pay rate.

The night shift lasted until July 2004. Thereafter, both commercial and residential fabrication employees performed all types of fabrication work during the day. Since withdrawing from the Agreement, the Employer has not separated the commercial fabrication work from the residential fabrication work.

Contact

The Employer's employees interact with each other in the shop and out in the field. The Employer's field employees, whether commercial or residential, almost always report directly to their jobsites in the field each day. As discussed below, they sometimes work side-by-side on the same projects. Both commercial and residential employees come to the shop to receive assignments; they utilize the same break room and punch the same time clock. Additionally, about 30 percent of the employees do not get paid by direct deposit and may pick up their paychecks at the office.

In the fabrication shop, commercial and residential employees work side-by-side using the same tools and equipment under the leadership of Jonathan Witz. Witz has everyday contact with both commercial and residential field employees as they call or fax him when they need fittings for materials, sometimes four or five times per day.

Interchange

The record contains numerous examples of interchange between commercial and residential employees. Thus, commercial employees have performed residential work, residential employees have performed commercial work, and commercial and residential employees have worked together in the field and in the shop.

When the Employer signed the 8(f) Agreement, it had at least three ongoing heavy commercial "transitional projects," for which it used both commercial and residential employees.[12] Pursuant to an agreement with the Petitioner, the Employer paid its employees the residential rate for these transitional jobs, even though it was commercial work.[13] The Employer staffed these projects with its regular residential field employees as well as with employees referred from the Petitioner's hiring hall, some of whom held commercial cards. Thus, residential and commercial employees worked together on these transitional jobs.[14]

The Employer also used commercial employees to perform residential work when there was too much work for its residential employees. In these circumstances, the Employer contacted the Petitioner's hiring hall for employees with residential cards, but when none were available, the Petitioner supplied the Employer with commercial employees to work for the residential rate. Since the Employer terminated its Agreement with the Petitioner, six out of 25 of its commercial field employees have been performing residential work.

While the Residential/Light Commercial Agreement provides that residential employees may not do commercial jobs, in fact the Employer's residential mechanics have been permitted to work on commercial jobs with no restrictions. When the Petitioner referred residential journeyman and apprentices to the Employer's commercial jobs, they earned the commercial rate.

The record contains numerous examples of residential employees performing work on commercial jobs. Employee Tom Slaughter worked on at least eight commercial jobs while employed as a residential employee. On one such job in April 2004, the Harbor Brick Project, there was a mix of 10 to 15 commercial and residential employees. Residential Foreman Pete Kane also worked on commercial jobs such as at A.I. DuPont Hospital, where he installed duct, and at the Dover Air Force Base, where he performed fabrication work.

The Petitioner's Health and Welfare Fund contribution records show that various employees worked both commercial and residential jobs during the same month. In May 2004, employee Richard King was paid 86.75 hours at the residential rate and 22.50 hours at the commercial rate, suggesting he performed both kinds of work during that month. For July 2004, Paul Piscarik was paid 40 hours at the residential rate and 112 hours at the commercial rate; Erick Roderick was paid 16 hours at the residential rate and 128 hours at the commercial rate;

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[12] There is conflicting evidence as to the identity of these projects. The Employer's witnesses indicated the transitional jobs were the Eckerd Drug job, the Artisans Bank job, and the French Creek apartment building job. The Petitioner's witnesses testified there were both residential and commercial transitional jobs and that the commercial transitional jobs were the Highland School and the Harbor Brick Project.

[13] The Employer paid the prevailing wage rate if the job was on a public project.

[14] The record does not indicate when these jobs began or ended, although the Employer concedes that some of them were ongoing at the time of the hearing.

Carl Martin was paid for 13 hours at the residential rate and 139 hours at the commercial rate; Robert Hearer was paid for 89.25 hours at the residential rate and 168.5 hours at the commercial rate; and Richard Steward was paid for 8 hours at the residential rate and 144 hours at the commercial rate.

The records also show that some employees transferred back and forth between commercial and residential work at different times. For example, during June 2004, Kurt Agnusson was paid for 190.5 hours at the residential rate, and during September 2004, he was paid for 71.50 hours at the commercial rate. During May 2004, Slaughter worked 158 hours at the residential rate, during June 2004, he worked 104 hours at the commercial rate and 130.5 hours at the residential rate, and from July through October 2004, he was paid exclusively at the commercial rate.

C. Analysis

The petitioned-for unit of the Employer's commercial and residential sheet metal workers is an appropriate unit for collective bargaining as these two groups of employees share a close community of interest. Commercial and residential sheet metal employees use the same basic tools and perform substantially similar work – the fabrication and installation of HVAC equipment. While commercial installation projects are more complex than residential installation projects and require some different skills, the similarities far outweigh the differences.

Moreover, commercial employees perform residential work and residential employees perform commercial work when necessitated by the Employer's workload. In the shop, commercial and residential fabrication employees work on the same equipment to fabricate the same products. While the Employer endeavored to separate the commercial and residential work in April 2004 by creating a night shift for residential fabrication work, commercial and residential shop employees sometimes worked side-by-side under common supervision during this period, and since July 2004 there has been no separation between the two groups in the shop. In the field, since December 13, 2004, almost 25 percent (6 out of 25) of the Employer's commercial employees have been permanently assigned to residential jobs, and several residential employees have worked on commercial jobs, including the transition projects. Commercial and residential employees have regular contact with one another in the shop and when they work together in the field, and they also may see each other on occasion at the Employer's office.

Although commercial employees generally earn more than residential employees, depending upon their experience levels, the commercial and residential employees are subject to the same basic terms and conditions of employment and receive identical fringe benefits. Commercial and residential field employees and shop employees also wear identical uniforms.

The Employer contends that the Employer's bargaining history militates in favor of finding the petitioned-for unit inappropriate. In particular, the Employer asserts that the parties entered into two separate agreements in 2004, one covering the commercial employees (the 8(f) agreement) and the other covering the residential employees (the Residential/Light Commercial Agreement). The facts, however, do not fully support this argument. Thus, although the Employer primarily applied the 8(f) agreement to its commercial employees, it is not by its terms limited to commercial employees; on its face it applies to both groups. Moreover, the 8(f)

Agreement was in effect for less than a year, from February 1, 2004 to December 13, 2004, when the Employer chose to withdraw from it. Further, the record amply demonstrates that during the term of the agreements, the Employer did not, in practice, maintain a strict separation between the two groups but frequently used its commercial and residential employees interchangeably.

In any case, while the Board accords substantial weight to a prior history of collective bargaining, the Board does not always give conclusive weight to this history, especially where it is contrary to established Board policy concerning the scope and composition of bargaining units. *Barron Heating & Air Conditioning, Inc.*, 343 NLRB No. 58 (October 29, 2004) slip op. at 4, fn. 15; *Allen Drywall, Inc*., 333 NLRB 1005, 1007 (2001); *A.C. Pavement Striping Co.*, 296 NLRB 206 (1989). In this case, the significance of any separate bargaining history is far outweighed by other factors indicating that an overall unit of field employees is appropriate, such as frequent interchange, common skills, similar benefits, and joint supervision in the shop. See *Johnson Controls, Inc.*, 322 NLRB 669, 672 (1996). Finally, the fact that the Employer made no distinction between commercial and residential work at any time prior to signing the 8(f) Agreement, and has made no such distinction after withdrawing from it, is far more compelling than its brief history as signatory to the two agreements.

Based on the foregoing, I find that the record shows that the petitioned-for single unit of the Employer's commercial and residential sheet metal employees is appropriate. *Barron Heating & Air Conditioning, Inc*., supra.

II. DONALD DONALDSON'S SUPERVISORY STATUS

Supervisors are specifically excluded from coverage under the National Labor Relations Act. Section 2(11) of the Act defines a supervisor as an individual who acts in the interest of an employer and exercises independent judgment in performing any one of 12 designated functions. A finding of supervisory status is warranted only where the individual in question possesses one or more of these 12 indicia. *The Door*, 297 NLRB 601 (1990). The burden of establishing supervisory status is on the party asserting that such status exists. *NLRB v. Kentucky River Community Care, Inc.*, 532 U.S. 706 (2001); *Fleming Companies, Inc.*, 330 NLRB 237 fn. 1 (1999); *Bennett Industries*, 313 NLRB 1363 (1994). Where the evidence is in conflict or otherwise inconclusive on particular indicia of supervisory authority, the Board will find that supervisory status has not been established, at least on the basis of those indicia. *Phelps Community Medical Center*, 295 NLRB 486, 490 (1989).

In this case, the Petitioner asserts that Donaldson should be excluded from the bargaining unit as a statutory supervisor but presented no evidence in support of its contention, and no evidence concerning his status is contained in the record. Accordingly, I find that Donaldson is not a supervisor under Section 2(11) of the Act and is eligible to vote in the election.

III. CONCLUSIONS AND FINDINGS

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.

3. The Petitioner claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Sheet Metal Workers, Fabricators, Installers and Apprentices employed by the Employer, excluding all other employees, HVAC Service Technicians, Service Helpers, Clerical Employees, guards, and supervisors as defined in the Act.

IV. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for the purposes of collective bargaining by **Sheet Metal Workers' International Association, AFL-CIO, Local 19.** The date, time, and place of the election will be specified in the Notice of Election that the Board's Regional Office will issue subsequent to this Decision.

A. Eligible Voters

The eligible voters shall be unit employees employed during the designated payroll period for eligibility, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Additionally, eligible are those employees in the unit who have been employed for a total of 30 working days or more within the period of 12 months, or who have had some employment in that period and have been employed for a total of 45 working days within the 24 months immediately preceding the payroll period ending immediately preceding the date of this Decision, and also have not been terminated for cause or quit voluntarily prior to the completion of the last job for which they were employed.[15] Employees who are otherwise eligible but who are in the military

[15] *Steiny & Co.*, 308 NLRB 1323 (1992); *Daniel Construction***,** 133 NLRB 264 (1961), modified in 167 NLRB 1078 (1967).

services of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and 3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

B. Employer to Submit List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman–Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within (seven) **7** days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the ***full*** names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361 (1994). The list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). This list may initially be used by me to assist in determining an adequate showing of interest. I shall, in turn, make the list available to all parties to the election, only after I shall have determined that an adequate showing of interest among the employees in the unit found appropriate has been established.

To be timely filed, the list must be received in the Regional Office, One Independence Mall, 615 Chestnut Street, Seventh Floor, Philadelphia, Pennsylvania 19106 on or before**,** **March 2, 2005**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission at (215) 597–7658, or by e-mail to Region4@NLRB.gov.[16] Since the list will be made available to all parties to the election, please furnish a total of two **(2)** copies, unless the list is submitted by facsimile or e-mail, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for a minimum of three **(3)** working days prior to the date of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least five **(5)** working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice.

[16] See OM 05-30, dated January 12, 2005, for a detailed explanation of requirements which must be met when electronically submitting representation case documents to the Board, or to a Region's electronic mailbox. OM 05-30 is available on the Agency's website at www.nlrb.gov.

Club Demonstration Services, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on non-posting of the election notice.

V. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, NW, Washington, D.C. 20570-0001. A request for review may also be submitted by e-mail. For details on how to file a request for review by e-mail, see http://gpea.NLRB.gov/. This request must be received by the Board in Washington by 5:00 p.m., EST on **March 9, 2005**.

Signed: February 23, 2005

at Philadelphia, PA

/s/
DOROTHY L. MOORE-DUNCAN
Regional Director, Region Four